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The Honorable John H. Chun

DEC 11 2023

AT SEATTLE  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
BY DEPUTY

UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

UNITED STATES OF AMERICA,

Plaintiff,

v.

PARADISE SHAW DREIA WILLIAMS,

Defendant.

NO. CR-23-090-01 JHC

**PLEA AGREEMENT**

The United States, through Acting United States Attorney Tessa M. Gorman and Assistant United States Attorney Cindy Chang of the Western District of Washington, and Defendant Paradise Shaw Dreia Williams and Defendant's attorney Michael C. Nance enter into the following Plea Agreement, pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B).

1. **The Charge.** Defendant, having been advised of the right to have this matter tried before a jury, agrees to waive that right and enters a plea of guilty to each of the following charges contained in the Indictment:

a. Wire Fraud, as charged in Count 9, in violation of Title 18, United States Code, Section 1343; and

1           b.     Money Laundering, as charged in Count 26, in violation of Title 18,  
2     United States Code, Section 1957.

3     By entering these pleas of guilty, Defendant hereby waives all objections to the  
4     form of the charging document. Defendant further understands that before entering any  
5     guilty plea, Defendant will be placed under oath. Any statement given by Defendant  
6     under oath may be used by the United States in a prosecution for perjury or false  
7     statement.

8           2.     **Elements of the Offense.** The elements of the offenses to which  
9     Defendant is pleading guilty are as follows:

10          a.     The elements of Wire Fraud, as charged in Count 9, are as follows:

11                 *First*, the Defendant knowingly participated in, or devised, a scheme or  
12     plan for obtaining money or property through false or fraudulent pretenses,  
13     representations or promises;

14                 *Second*, the promises, statements, or representations were material, that is,  
15     they had a natural tendency to influence a person to part with money or property;

16                 *Third*, the Defendant acted with the intent to defraud;

17                 *Fourth*, the Defendant used, or caused to be used, the wires in interstate or  
18     foreign commerce to carry out or attempt to carry out an essential part of the  
19     scheme; and

20                 *Fifth*, the violation occurred in relation to, or involved, benefit payments  
21     authorized, transmitted, disbursed or paid in connection with a presidentially-  
22     declared major disaster or emergency.

23          b.     The elements of Money Laundering, as charged in Count 26, are as  
24     follows:

25                 *First*, the Defendant knowingly engaged or attempted to engage in a  
26     monetary transaction;  
27

1           *Second*, the Defendant knew that transaction involved criminally derived  
2           property;

3           *Third*, the property had a value greater than \$10,000;

4           *Fourth*, the property was, in fact, derived from a specified unlawful  
5           activity; and

6           *Fifth*, the transaction occurred in the United States.

7           3.     **The Penalties.** Defendant understands that the statutory penalties  
8           applicable to the offense to which Defendant is pleading guilty are as follows:

9           a.     For the offense of Wire Fraud, as charged in Count 9: A maximum  
10           term of imprisonment of up to 30 years, a fine of up to \$1,000,000, a period of  
11           supervision following release from prison of up to five years, and a mandatory  
12           special assessment of \$100. If a probationary sentence is imposed, the probation  
13           period can be for up to five years.

14           b.     For the offense of Money Laundering, as charged in Count 26: A  
15           maximum term of imprisonment of up to 20 years, a fine of up to \$500,000, a  
16           period of supervision following release from prison of up to three years, and a  
17           mandatory special assessment of \$100. If a probationary sentence is imposed,  
18           the probation period can be for up to five years.

19           4.     **Immigration Consequences.** Defendant recognizes that pleading guilty  
20           may have consequences with respect to Defendant's immigration status if Defendant is  
21           not a citizen of the United States. Under federal law, a broad range of crimes are grounds  
22           for removal, and some offenses make removal from the United States presumptively  
23           mandatory. Removal and other immigration consequences are the subject of a separate  
24           proceeding, and Defendant understands that no one, including Defendant's attorney and  
25           the Court, can predict with certainty the effect of a guilty plea on immigration status.  
26           Defendant nevertheless affirms that Defendant wants to plead guilty regardless of any  
27

1 immigration consequences that Defendant's guilty pleas may entail, even if the  
2 consequence is Defendant's mandatory removal from the United States.

3       **5. Rights Waived by Pleading Guilty.** Defendant understands that by  
4 pleading guilty, Defendant knowingly and voluntarily waives the following rights:

5               a. The right to plead not guilty and to persist in a plea of not guilty;

6               b. The right to a speedy and public trial before a jury of Defendant's  
7 peers;

8               c. The right to the effective assistance of counsel at trial, including, if  
9 Defendant could not afford an attorney, the right to have the Court appoint one for  
10 Defendant;

11              d. The right to be presumed innocent until guilt has been established  
12 beyond a reasonable doubt at trial;

13              e. The right to confront and cross-examine witnesses against Defendant  
14 at trial;

15              f. The right to compel or subpoena witnesses to appear on Defendant's  
16 behalf at trial;

17              g. The right to testify or to remain silent at trial, at which trial such  
18 silence could not be used against Defendant; and

19              h. The right to appeal a finding of guilt or any pretrial rulings.

20       **6. United States Sentencing Guidelines.** Defendant understands and  
21 acknowledges that the Court must consider the sentencing range calculated under the  
22 United States Sentencing Guidelines and possible departures under the Sentencing  
23 Guidelines together with the other factors set forth in Title 18, United States Code,  
24 Section 3553(a), including: (1) the nature and circumstances of the offense(s); (2) the  
25 history and characteristics of Defendant; (3) the need for the sentence to reflect the  
26 seriousness of the offense(s), to promote respect for the law, and to provide just  
27 punishment for the offense(s); (4) the need for the sentence to afford adequate deterrence

1 to criminal conduct; (5) the need for the sentence to protect the public from further  
 2 crimes of Defendant; (6) the need to provide Defendant with educational and vocational  
 3 training, medical care, or other correctional treatment in the most effective manner; (7)  
 4 the kinds of sentences available; (8) the need to provide restitution to victims; and (9) the  
 5 need to avoid unwarranted sentence disparity among defendants involved in similar  
 6 conduct who have similar records. Accordingly, Defendant understands and  
 7 acknowledges that:

8           a.       The Court will determine Defendant's Sentencing Guidelines range  
 9 at the time of sentencing;

10           b.       After consideration of the Sentencing Guidelines and the factors in  
 11 18 U.S.C. 3553(a), the Court may impose any sentence authorized by law, up to the  
 12 maximum term authorized by law;

13           c.       The Court is not bound by any recommendation regarding the  
 14 sentence to be imposed, or by any calculation or estimation of the Sentencing Guidelines  
 15 range offered by the parties or the United States Probation Department, or by any  
 16 stipulations or agreements between the parties in this Plea Agreement; and

17           d.       Defendant may not withdraw a guilty plea solely because of the  
 18 sentence imposed by the Court.

19       7.       **Ultimate Sentence.** Defendant acknowledges that no one has promised or  
 20 guaranteed what sentence the Court will impose.

21       8.       **Statement of Facts.** Defendant admits Defendant is guilty of the charged  
 22 offense. The parties agree on the following facts and further agree that all of these facts  
 23 constitute relevant conduct under the United States Sentencing Guidelines:

24           a.       **Overview.** From about June 2020 until February 2022, Defendants  
 25 Paradise Shaw Dreia Williams, D'arius Akim Jackson, Jahri Asad Cunningham, Tia  
 26 Janee Robinson, Rayvon Darnell Peterson, David Jesus Martinez, and others submitted  
 27 over 125 applications and fraudulently sought more than \$6.8 million, and obtained more



1 than \$3.3 million, from various federally-funded COVID-19 pandemic relief programs.  
2 They used the funds intended to assist individuals and businesses suffering from the  
3 economic impacts of the pandemic for extravagant expenses such as luxury cars, lavish  
4 trips, cosmetic surgery, jewelry, and designer goods.

5           b. Defendants' scheme targeted the following COVID-19 pandemic  
6 relief programs: U.S. Department of Treasury's Emergency Rental Assistance program  
7 administered through Washington State grant programs and King County Eviction  
8 Prevention and Rental Assistance Program (EPRAP); the Paycheck Protection Program  
9 (PPP) administered by the U.S. Small Business Administration (SBA); the Economic  
10 Injury Disaster Loan (EIDL) Program administered by SBA; and Coronavirus Aid,  
11 Relief, and Economic Security (CARES) Act unemployment benefits administered  
12 through various state workforce agencies, including those in California, South Carolina,  
13 and Nevada.

14           c. Emergency Rental Assistance, EIDL, PPP funds, and CARES Act  
15 unemployment benefits were authorized, transferred, disbursed, and paid in connection  
16 with a nationwide emergency declared by Presidential Proclamation 9994 (effective as of  
17 March 1, 2020) and a Presidential declaration of a major disaster for the State of  
18 Washington concerning the COVID-19 pandemic that was issued on March 22, 2020.

19           d. Williams orchestrated the scheme and artifice to defraud. In total,  
20 Williams personally participated in the submission of over 125 fraudulent applications  
21 for Emergency Rental Assistance, EIDL, PPP, and CARES Act unemployment funds.  
22 Williams enlisted and directed dozens of uncharged associates, in addition to her five co-  
23 defendants, to execute the scheme. Williams received more than \$2 million in fraudulent  
24 proceeds, either directly into bank accounts she controlled or in kickback payments she  
25 demanded from her associates.

26           e. Williams, Jackson, Cunningham, Robinson, and Peterson, used their  
27 own identities, including numerous aliases and the identities of others, to submit multiple

1 fraudulent applications to various programs. Williams, Jackson, Robinson, and Peterson  
2 received kickback payments for fraudulently obtained benefits. The Defendants  
3 impersonated and directed others to impersonate landlords and tenants in  
4 communications with EPRAP staff who processed the applications. Williams created and  
5 submitted fake bank statements and other documents to support the fraudulent  
6 applications she and her associates submitted. Williams, and others, also created, used,  
7 and maintained multiple email accounts, sometimes using alias names, to perpetuate the  
8 fraudulent scheme.

9 f. Upon receipt of the fraudulent proceeds, the Defendants quickly and  
10 methodically laundered the funds through cash withdrawals, wire transfers, and  
11 expensive purchases.

12 g. ***Emergency Rental Assistance.*** In response to millions of  
13 Americans facing deep rental debt, fear of evictions, and the loss of basic housing  
14 security as a result of the COVID-19 pandemic, the U.S. Department of Treasury's  
15 Emergency Rental Assistance program provided funding directly to state and local  
16 governments to assist households that were unable to pay rent or utilities. From March  
17 2021 through 2022, Treasury's Emergency Rental Assistance program allocated over  
18 \$900 million to Washington State and local governments, including King County. The  
19 Washington Department of Commerce received and administered the state's federal  
20 funds by providing grants to county governments and non-profit organizations to support  
21 the homeless crisis response systems in the state. In King County, the Department of  
22 Community and Human Services distributed over \$300 million in direct federal funds and  
23 state grants to approximately 30,000 King County households through EPRAP. Non-  
24 Profit Organization 1, which is based in Seattle, also received over \$5 million in  
25 federally-funded rental assistance grants from the Washington Department of Commerce  
26 and distributed the funds to approximately 700 households.

1           h. To qualify for rental assistance, the household must have been low-  
2 income, experiencing financial hardship due to the COVID-19 pandemic, and been at risk  
3 of experiencing homelessness or currently experiencing housing instability. Tenants and  
4 landlords could receive up to 12 months of rental assistance (nine months back or current  
5 rent and three months advance). The administering agencies acknowledged that there  
6 was insufficient funding to help every household who qualified, thus, the screening  
7 criteria was intended to target those most likely to become homeless but for the  
8 assistance.

9           i. At all times relevant to this case, in King County, a landlord could  
10 initiate an application for EPRAP assistance by submitting a delinquent tenant's  
11 information, and the tenant and landlord could submit self-attestation forms to document  
12 eligibility. Landlords were also required to submit W-9 forms and, upon request,  
13 evidence of a lease or ledger. After EPRAP calculated the final assistance amount,  
14 landlords received an EPRAP agreement by email that they were required to sign and  
15 return via DocuSign using interstate wire transmissions. The agreement certified that the  
16 signee was authorized to accept the emergency rental assistance payment in satisfaction  
17 of rent owed by a tenant.

18           j. King County initiated payment of the EPRAP funds by using an  
19 interstate wire to upload payment information to a bank server located outside  
20 Washington State. EPRAP funds were disbursed to landlords via checks or ACH  
21 payments using interstate wire transmissions.

22           k. Between on or about August 27, 2021, and February 11, 2022, the  
23 Defendants, using their own and others' identities and aliases, posed as landlords and  
24 submitted at least 79 fraudulent applications for Emergency Rental Assistance funds,  
25 seeking over \$2.9 million and obtaining over \$2.79 million. At all times relevant to this  
26 case, none of the Defendants owned property in King County, and therefore, were not  
27 landlords for any property in King County.



1           l. Williams personally submitted or participated in the submission of at  
2 least 78 fraudulent applications for Emergency Rental Assistance funds to King County  
3 and one fraudulent application to Non-Profit Organization 1. Williams created fictitious  
4 EPRAP landlord accounts using aliases and the identities of her co-defendants and others.  
5 Williams used real King County addresses and fake tenant names. Williams generated  
6 fake documents that were submitted in support of the applications, including ledgers and  
7 landlord attestations. In communications with EPRAP staff about the applications,  
8 Williams and others at her direction pretended to be tenants and landlords associated with  
9 the fraudulent applications Williams submitted.

10           m. Williams submitted at least 21 fraudulent applications using her  
11 aliases “Shirley William” and “Shaw Williams” as the fictitious landlord’s name. These  
12 applications sought and caused King County to pay at least \$743,238 directly to bank  
13 accounts Williams controlled. Williams submitted the remaining 58 fraudulent  
14 applications, which obtained over \$2 million in Emergency Rental Assistance payments,  
15 using the names and aliases of Williams’ co-defendants and others. For each of these  
16 applications, Williams demanded and received a substantial kickback payment from the  
17 criminal proceeds.

18           n. As one example of this conduct, as charged in Count 9, on or about  
19 November 11, 2021, until on or about November 17, 2021, Williams submitted two  
20 fraudulent EPRAP applications associated with two fake tenants using the landlord alias  
21 of “Shaw Williams.” In communications with EPRAP staff, Williams and others  
22 impersonated the landlord and tenants for these applications. Williams created and  
23 uploaded fake documents to create the “Shaw Williams” landlord account and support  
24 these fraudulent applications. The landlord account for Shaw Williams directed King  
25 County to pay the rental assistance into Williams’ Bank of America account. On or about  
26 November 19, 2021, in connection with these two fraudulent EPRAP applications, King  
27

1 County used interstate wires originating in King County, Washington to pay \$83,280 in  
2 Emergency Rental Assistance into Williams' Bank of America account.

3 o. Within a week of the deposit from King County, Williams made  
4 three separate cash withdrawals for \$10,000 each. Additionally, on or about November  
5 22, 2021, using criminal proceeds from the Emergency Rental Assistance scheme she  
6 orchestrated, Williams wired approximately \$31,343.12 to Auto Dealer 1, in Seattle, to  
7 purchase a 2017 Lexus ES Sedan (Vehicle Identification Number  
8 58ABK1GG8HU072925). Williams knew the funds used to purchase the vehicle were  
9 derived from the charged fraud scheme.

10 p. Similarly, as charged in Count 26, on or about February 18, 2022,  
11 using the criminal proceeds from the Emergency Rental Assistance scheme she  
12 orchestrated, Williams made a cash payment of \$60,000 to Auto Dealer 1, in Seattle,  
13 towards the purchase of a 2018 Range Rover sport utility vehicle (Vehicle Identification  
14 Number SALYB2RV2JA727314). Williams used only \$100 bills or higher and knew  
15 that the cash was derived from the charged fraud scheme.

16 q. ***Paycheck Protection Program.*** PPP was a COVID-19 pandemic  
17 relief program administered by SBA that provided forgivable loans to small businesses  
18 for job retention and certain other expenses. The PPP permitted participating third-party  
19 lenders to approve and disburse SBA-backed PPP loans to cover payroll, fixed debts,  
20 utilities, rent/mortgage, accounts payable and other bills incurred by qualifying  
21 businesses during and resulting from the COVID-19 pandemic. PPP loans were fully  
22 guaranteed by the SBA. In the event of default, SBA will fully satisfy the lender for any  
23 balance remaining on the loan. Further, SBA will forgive any loan up to 100 percent if  
24 the borrower uses the funds for specified purposes.

25 r. To obtain a PPP loan, a qualifying business, which included certain  
26 sole proprietorships, had to submit a PPP loan application, which was signed by an  
27 authorized representative of the business. The PPP loan application required the business

1 (through its authorized representative) to acknowledge the program rules and make  
2 certain affirmative certifications to be eligible to obtain the PPP loan, including that the  
3 business was in operation on February 15, 2020 and either had employees for whom it  
4 paid salaries and payroll taxes or paid independent contractors. A business applying for a  
5 PPP loan was required to provide documentation showing its payroll expenses, such as  
6 filed federal income tax documents.

7 s. Individuals who operated a business under a “sole proprietorship”  
8 business structure were also eligible for a PPP loan. To qualify for such a PPP loan,  
9 individuals had to report and document their income and expenses from the sole  
10 proprietorship, as typically reported to the Internal Revenue Service on a “Form 1040,  
11 Schedule C,” for a given tax year. As with other PPP loans, this information and  
12 supporting documentation was used to calculate the amount of money the individual was  
13 entitled to receive under the PPP. The maximum loan amount for a sole proprietorship  
14 with no employees was approximately \$20,833.

15 t. At all times relevant to the charged offenses, PPP loan documents  
16 were electronically submitted or caused to be submitted by the borrower to a third-party  
17 lender service provider, which did not have any servers in Washington State. The  
18 borrower signed the loan documents using DocuSign, which has servers within and  
19 outside Washington State, and data for a single customer could reside in multiple  
20 locations. The third-party lender service provider accessed the signed loan documents  
21 and caused those documents to be sent to a third-party lender that did not have any  
22 servers located within Washington State. Therefore, every PPP loan document relevant  
23 to the charged offenses and initiated online from Washington State, resulted in an  
24 interstate wire communication that originated in Washington State and traveled to  
25 another state.

26 u. Once approved, the business received the PPP loan proceeds via an  
27 electronic funds transfer from the third-party lender to a financial account under the

1 control of the business. The proceeds of a PPP loan could be used for certain specified  
2 items, such as payroll costs, costs related to the continuation of group health care  
3 benefits, or mortgage interest payments. The proceeds of a PPP loan were not permitted  
4 to be used by the borrowers to purchase consumer goods, automobiles, personal  
5 residences, clothing, jewelry, to pay the borrower's personal federal income taxes, or to  
6 fund the borrower's ordinary day-to-day living expenses unrelated to the specified  
7 authorized expenses.

8 v. Between on or about April 10, 2021, and May 23, 2021, Williams,  
9 co-defendant Jackson, and others submitted at least 13 fraudulent PPP applications to  
10 lenders who then transmitted the loan files using interstate transmissions. In total, the  
11 applications sought approximately \$253,000 and obtained approximately \$211,730. In  
12 exchange for facilitating and submitting the fraudulent applications, the individuals paid  
13 Williams a kickback of approximately 50% upon receipt of the funds.

14 w. As one example of this conduct, on or about May 27, 2021, an  
15 interstate wire originating in Washington was used to transmit a fraudulent PPP  
16 application that Williams prepared in J.K.'s identity with J.K.'s authorization. The  
17 application claimed that J.K. was a sole proprietor of a food delivery business that began  
18 on January 1, 2020, with a gross income of \$100,000. All of these representations were  
19 false, and Williams created and submitted a fake bank statement in support of the  
20 application. The application directed loan proceeds to be paid into a bank account in  
21 J.K.'s name. On or about June 7, 2021, the application was funded for \$20,832, and the  
22 proceeds were deposited into J.K.'s bank account. J.K. used multiple account transfers to  
23 pay Williams approximately \$10,000 in criminal proceeds.

24 x. ***Economic Injury Disaster Loan Program.*** SBA administers the  
25 EIDL Program, which provides low-interest financing to small businesses and non-profit  
26 organizations in regions affected by declared disasters. In March 2020, the CARES Act  
27 authorized the SBA to provide EIDLs of up to \$2 million to eligible small businesses



1 experiencing substantial financial disruption due to the COVID-19 pandemic. The  
2 CARES Act and subsequent legislation also authorized the SBA to issue advances of up  
3 to \$10,000 to small businesses within three days of applying for an EIDL. EIDL  
4 Advances did not have to be repaid. EIDL funds can be used for payroll expenses, sick  
5 leave, production costs, and business obligations, such as debts, rent, and mortgage  
6 payments.

7           y.     A qualifying business, which could include sole proprietorships, that  
8 applied for an EIDL had to submit an application to the SBA and provide information  
9 about its operations, such as the number of employees, gross revenues for the 12-month  
10 period preceding the disaster, and cost of goods sold in the 12-month period preceding  
11 the disaster. The applicant had to certify that all of the information in the application was  
12 true and correct to the best of the applicant's knowledge.

13           z.     Applicants submitted EIDL applications online directly to the SBA  
14 for processing. SBA directly disbursed EIDL funds to an account identified by the  
15 applicant. In all instances relevant to this Indictment, when an applicant submitted an  
16 COVID-19 EIDL application online, SBA received it at a server outside Washington  
17 State. Therefore, every COVID-19 EIDL application relevant to this Indictment and  
18 submitted online from Washington State, resulted in an interstate wire communication  
19 that originated in Washington State and traveled to another state.

20           aa.    Beginning no later than June 25, 2020, until at least on or about  
21 August 17, 2021, Williams submitted at least 35 fraudulent EIDL applications to SBA  
22 using the identities of herself, her co-defendants, and others, seeking a total of  
23 approximately \$3.7 million and obtaining approximately \$300,000. In exchange for  
24 facilitating and submitting the fraudulent applications, the individuals who received  
25 EIDL proceeds paid Williams a kickback upon receipt of the funds.

26           bb.    Williams submitted at least three fraudulent EIDL applications using  
27 her own identity and maintained at least four email addresses that she repeatedly used to



1 submit the fraudulent applications. Williams also submitted multiple applications with  
2 identical or strikingly similar business information. All of the applicants claimed to be  
3 sole proprietorships, and most of the business or trade names followed the naming  
4 convention of using the accomplice's first name followed by "LLC." For instance, the  
5 trade name for co-defendant Jahri Cunningham was "JahriLLC." Most of the fictitious  
6 entities claimed to provide hair and nail services.

7 cc. As one example of this conduct, on or about July 13, 2020, Williams  
8 submitted a fraudulent EIDL application using L.B.'s identity with L.B.'s authorization.  
9 The application claimed that L.B. was a sole proprietor of a hair and nail salon, "Salon  
10 LLC." The application claimed gross revenues of \$1,347,232 for the 12 months prior to  
11 January 31, 2020, identified L.B. as the "Owner," and claimed to have 18 employees as  
12 of January 31, 2020. The business was purportedly established on April 3, 2017. All of  
13 these representations were false. The application directed loan proceeds to be paid to  
14 L.B.'s Bank of America account. On or about July 17, 2020, SBA funded the loan for  
15 \$150,000. Within a week of the disbursement into L.B.'s bank account on or about July  
16 21, 2020, L.B. withdrew over \$115,000 in a series of teller and ATM transactions. L.B.  
17 also transferred over \$11,000 to Williams using Cash App and made nearly \$10,000 in  
18 purchases at Yves Saint Lauren, Christian Dior, and Versace.

19 dd. ***CARES Act Unemployment Benefits.*** The CARES Act also  
20 provided federal funding to expand unemployment benefits eligibility and increased  
21 benefits, including the Pandemic Unemployment Assistance Program (PUA), Federal  
22 Pandemic Unemployment Compensation (FPUC), and the Lost Wages Assistance  
23 Program (LWAP). These benefits were administered through a joint state and federal  
24 program that provided monetary benefits to eligible beneficiaries. Unemployment  
25 benefits were intended to provide temporary financial assistance to lawful workers who  
26 were unemployed through no fault of their own.  
27

1 ee. CARES Act unemployment benefits were funded by the United  
2 States government through the Department of Labor and administered at the state level  
3 by state agencies known as state workforce agencies. Generally, applicants could submit  
4 applications for benefits online to state workforce agencies. Applicants had to answer  
5 specific questions to establish eligibility to receive benefits, including their name, social  
6 security number, and mailing address, among other things. Applicants also had to self-  
7 certify that they met a COVID-19-related reason for being unemployed, partially  
8 employed, or unable to work.

9 ff. Beginning on or about June 19, 2020, until on or about September 28,  
10 2020, Williams submitted applications for CARES Act unemployment benefits in her  
11 own identity to the state workforce agencies in Nevada and South Carolina despite the  
12 fact that she had neither lived nor worked in those states in 2019 and 2020, as she  
13 represented on the applications. These claims were denied without being paid. From  
14 July 29, 2021, and continuing until at least August 11, 2021, Williams also attempted to  
15 submit fraudulent unemployment applications in the identities of other individuals to the  
16 state workforce agency for California.

17 The parties agree that the Court may consider additional facts contained in the  
18 Presentence Report (subject to standard objections by the parties) and/or that may be  
19 presented by the United States or Defendant at the time of sentencing, and that the factual  
20 statement contained herein is not intended to limit the facts that the parties may present to  
21 the Court at the time of sentencing.

22 9. **Sentencing Factors.** The parties agree that the following Sentencing  
23 Guidelines provisions apply to this case:

24 The following provisions apply to defendant's conviction of Counts 9 and 26:

25 a. All counts involve substantially the same harm and are grouped  
26 together in a single group, pursuant to USSG § 3D.1.2(b), because the counts involve the  
27

1 same victim and two or more acts or transactions connected by a common criminal  
 2 objective or constituting part of a common scheme or plan;

3 b. A base offense level of 7, pursuant to USSG § 2B1.1(a)(1);

4 c. An increase of 18 points because the intended loss from the offense  
 5 exceeded \$3,500,000 but was less than \$9,500,000, pursuant to USSG § 2B1.1(b)(1)(J);

6 d. An increase of two points because the offense involved sophisticated  
 7 means, pursuant to USSG § 2B1.1(b)(10);

8 e. An increase of two points because the offense involved benefits  
 9 authorized under a presidentially-declared major disaster or emergency, pursuant to  
 10 USSG § 2B1.1(b)(12);

11 f. An increase of one point because the defendant was convicted of  
 12 money laundering under 18 U.S.C. § 1957, pursuant to USSG § 2S1.1(b)(2)(A); and

13 g. An increase of four points because the defendant was an organizer or  
 14 leader of a criminal activity that involved five or more participants and was otherwise  
 15 extensive, pursuant to USSG § 3B1.1(a).

16 The parties agree they are free to present arguments regarding the applicability of  
 17 all other provisions of the United States Sentencing Guidelines. Defendant understands,  
 18 however, that at the time of sentencing, the Court is free to reject these stipulated  
 19 adjustments, and is further free to apply additional downward or upward adjustments in  
 20 determining Defendant's Sentencing Guidelines range.

21 10. **Acceptance of Responsibility.** At sentencing, *if* the Court concludes  
 22 Defendant qualifies for a downward adjustment for acceptance of responsibility pursuant  
 23 to USSG § 3E1.1(a) and Defendant's offense level is 16 or greater, the United States will  
 24 make the motion necessary to permit the Court to decrease the total offense level by three  
 25 (3) levels pursuant to USSG §§ 3E1.1(a) and (b), because Defendant has assisted the  
 26 United States by timely notifying the United States of Defendant's intention to plead  
 27

1 guilty, thereby permitting the United States to avoid preparing for trial and permitting the  
2 Court to allocate its resources efficiently.

3       11.     **Recommendation Regarding Imprisonment.** Pursuant to Federal Rule of  
4 Criminal Procedure 11(c)(1)(B), the government agrees to recommend that the  
5 appropriate term of imprisonment to be imposed by the Court at the time of sentencing is  
6 a term of no more than 110 months. Defendant is free to recommend any sentence.  
7 Defendant understands that this recommendation is not binding on the Court, and the  
8 Court may reject the recommendation of the parties and may impose any term of  
9 imprisonment up to the statutory maximum penalty authorized by law. Defendant  
10 further understands that Defendant cannot withdraw a guilty plea simply because of the  
11 sentence imposed by the Court. Except as otherwise provided in this Plea Agreement,  
12 the parties are free to present arguments regarding any other aspect of sentencing.

13       12.     **Restitution.** Defendant shall make restitution to the U.S. Department of  
14 the Treasury in the amount of \$2,791,241, with credit for any amounts already paid. The  
15 Defendant shall also make restitution to the U.S. Small Business Administration in the  
16 amount of \$512,730, with credit for any amounts already paid.

17             a.     The full amount of restitution shall be due and payable immediately  
18 on entry of judgment and shall be paid as quickly as possible. If the Court finds that the  
19 defendant is unable to make immediate restitution in full and sets a payment schedule as  
20 contemplated in 18 U.S.C. § 3664(f), Defendant agrees that the Court's schedule  
21 represents a minimum payment obligation and does not preclude the U.S. Attorney's  
22 Office from pursuing any other means by which to satisfy the defendant's full and  
23 immediately-enforceable financial obligation, including, but not limited to, by pursuing  
24 assets that come to light only after the district court finds that the defendant is unable to  
25 make immediate restitution.

26             b.     Defendant agrees to disclose all assets in which Defendant has any  
27 interest or over which Defendant exercises control, directly or indirectly, including those



1 held by a spouse, nominee, or third party. Defendant agrees to cooperate fully with the  
2 United States' investigation identifying all property in which Defendant has an interest  
3 and with the United States' lawful efforts to enforce prompt payment of the financial  
4 obligations to be imposed in connection with this prosecution. Defendant's cooperation  
5 obligations are: (1) before sentencing, and no more than 30 days after executing this Plea  
6 Agreement, truthfully and completely executing a Financial Disclosure Statement  
7 provided by the United States Attorney's Office and signed under penalty of perjury  
8 regarding Defendant's and Defendant's spouse's financial circumstances and producing  
9 supporting documentation, including tax returns, as requested; (2) providing updates  
10 with any material changes in circumstances, as described in 18 U.S.C. § 3664(k), within  
11 seven days of the event giving rise to the changed circumstances; (3) authorizing the  
12 United States Attorney's Office to obtain Defendant's credit report before sentencing; (4)  
13 providing waivers, consents or releases requested by the U.S. Attorney's Office to access  
14 records to verify the financial information; (5) authorizing the U.S. Attorney's Office to  
15 inspect and copy all financial documents and information held by the U.S. Probation  
16 Office; (6) submitting to an interview regarding Defendant's Financial Statement and  
17 supporting documents before sentencing (if requested by the United States Attorney's  
18 Office), and fully and truthfully answering questions during such interview; and (7)  
19 notifying the United States Attorney's Office before transferring any interest in property  
20 owned directly or indirectly by Defendant, including any interest held or owned in any  
21 other name, including all forms of business entities and trusts.

22 c. The parties acknowledge that voluntary payment of restitution prior  
23 to the adjudication of guilt is a factor the Court considers in determining whether  
24 Defendant qualifies for acceptance of responsibility pursuant to USSG § 3E1.1(a). In  
25 addition, in any event, the government will consider Defendant's cooperation regarding  
26 restitution in making its sentencing recommendation.  
27



1           13.   **Forfeiture of Assets.** Defendant understands that the forfeiture of property  
2 is part of the sentence that must be imposed in this case.

3           Defendant agrees to forfeit to the United States immediately Defendant's right,  
4 title, and interest in any and all property that constitutes or is derived from proceeds  
5 Defendant obtained from the wire-fraud scheme set forth above and charged in Count 9  
6 of the Indictment. All such property is forfeitable pursuant to Title 18, United States  
7 Code, Section 981(a)(1)(C), by way of, Title 28, United States Code, Section 2461(c),  
8 and includes but is not limited to:

- 9           a.       a judgment for a sum of money, also known as a forfeiture money  
10                    judgment, in the amount of \$2,023,104 representing the proceeds  
11                    Defendant personally obtained from her commission of the wire-  
12                    fraud scheme described above;
- 13           b.       one Lexus ES Sedan, seized on or about June 5, 2023; and
- 14           c.       one Range Rover Sport Utility Vehicle, seized on or about June 5,  
15                    2023.

16           Defendant further agrees to forfeit to the United States immediately Defendant's  
17 right, title, and interest in any and all property involved in the offense charged in Count  
18 26 of the Indictment. All such property is forfeitable pursuant to Title 18, United States  
19 Code, Section 982(a)(1) and includes but is not limited to:

- 20           a.       one Range Rover Sport Utility Vehicle, seized on or about June 5,  
21                    2023.

22           Defendant understands and acknowledges the forfeited sum of money set forth  
23 above is separate and distinct from any restitution that is ordered in this case. The United  
24 States agrees, however, that it will request that the Attorney General apply any amounts it  
25 collects toward satisfaction of this forfeited sum to the restitution that is ordered. The  
26 United States also agrees that any amount Defendant pays toward restitution will be  
27 credited against this forfeited sum.

1 Defendant agrees to fully assist the United States in the forfeiture of the above-  
2 described property and to take whatever steps are necessary to pass clear title to the  
3 United States, including but not limited to: surrendering title and executing any  
4 documents necessary to effect forfeiture; assisting in bringing any assets located outside  
5 the United States within the jurisdiction of the United States; and taking whatever steps  
6 are necessary to ensure that assets subject to forfeiture are not sold, disbursed, wasted,  
7 hidden, or otherwise made unavailable for forfeiture. Defendant agrees not to file a claim  
8 to any of the above-described property in any federal forfeiture proceeding,  
9 administrative or judicial, which may be or has been initiated. Defendant further agrees  
10 not to assist any party who may file a claim to this property in any federal forfeiture  
11 proceeding.

12 The United States reserves its right to proceed against any remaining property not  
13 identified in this Plea Agreement, including any property in which Defendant has any  
14 interest or control, if that property constitutes or is traceable to proceeds of her  
15 commission of the wire-fraud scheme described above and/or was involved in the offense  
16 charged in Count 26.

17 **14. Abandonment of Contraband.** Defendant also agrees that, if any federal  
18 law enforcement agency seized any illegal contraband that was in Defendant's direct or  
19 indirect control, Defendant consents to the federal administrative disposition, official use,  
20 and/or destruction of that contraband.

21 **15. Non-Prosecution of Additional Offenses.** As part of this Plea Agreement,  
22 the United States Attorney's Office for the Western District of Washington agrees not to  
23 prosecute Defendant for any additional offenses known to it as of the time of this Plea  
24 Agreement based upon evidence in its possession at this time, and that arise out of the  
25 conduct giving rise to this investigation, and moves to dismiss the remaining counts in  
26 the Indictment at the time of sentencing. In this regard, Defendant recognizes the United  
27 States has agreed not to prosecute all of the criminal charges the evidence establishes

1 were committed by Defendant solely because of the promises made by Defendant in this  
2 Plea Agreement. Defendant agrees, however, that for purposes of preparing the  
3 Presentence Report, the United States Attorney's Office will provide the United States  
4 Probation Office with evidence of all conduct committed by Defendant.

5 Defendant agrees that any charges to be dismissed before or at the time of  
6 sentencing were substantially justified in light of the evidence available to the United  
7 States, were not vexatious, frivolous or taken in bad faith, and do not provide Defendant  
8 with a basis for any future claims under the "Hyde Amendment," Pub. L. No. 105-119  
9 (1997).

10 16. **Breach, Waiver, and Post-Plea Conduct.** Defendant agrees that, if  
11 Defendant breaches this Plea Agreement: (a) the United States may withdraw from this  
12 Plea Agreement and Defendant may be prosecuted for all offenses for which the United  
13 States has evidence; (b) Defendant will not oppose any steps taken by the United States  
14 to nullify this Plea Agreement, including the filing of a motion to withdraw from the Plea  
15 Agreement; and (c) Defendant waives any objection to the re-institution of any charges  
16 that previously were dismissed or any additional charges that had not been prosecuted.

17 Defendant further understands that if, after the date of this Plea Agreement,  
18 Defendant should engage in illegal conduct, or conduct that violates any conditions of  
19 release or the conditions of confinement (examples of which include, but are not limited  
20 to, obstruction of justice, failure to appear for a court proceeding, criminal conduct while  
21 pending sentencing, and false statements to law enforcement agents, the Pretrial Services  
22 Officer, Probation Officer, or Court), the United States is free under this Plea Agreement  
23 to file additional charges against Defendant or to seek a sentence that takes such conduct  
24 into consideration by requesting the Court to apply additional adjustments or  
25 enhancements in its Sentencing Guidelines calculations in order to increase the applicable  
26 advisory Guidelines range, and/or by seeking an upward departure or variance from the  
27 calculated advisory Guidelines range. Under these circumstances, the United States is

free to seek such adjustments, enhancements, departures, and/or variances even if otherwise precluded by the terms of the Plea Agreement.

**17. Waiver of Appellate Rights and Rights to Collateral Attacks.**

Defendant acknowledges that, by entering the guilty plea(s) required by this Plea Agreement, Defendant waives all rights to appeal from Defendant's conviction, and any pretrial rulings of the Court, and any rulings of the Court made prior to entry of the judgment of conviction. Defendant further agrees that, provided the Court imposes a custodial sentence that is within or below the Sentencing Guidelines range (or the statutory mandatory minimum, if greater than the Guidelines range) as determined by the Court at the time of sentencing, Defendant waives to the full extent of the law:

a. Any right conferred by Title 18, United States Code, Section 3742, to challenge, on direct appeal, the sentence imposed by the Court, including any fine, restitution order, probation or supervised release conditions, or forfeiture order (if applicable); and

b. Any right to bring a collateral attack against the conviction and sentence, including any restitution order imposed, except as it may relate to the effectiveness of legal representation.

This waiver does not preclude Defendant from bringing an appropriate motion pursuant to 28 U.S.C. § 2241, to address the conditions of Defendant's confinement or the decisions of the Bureau of Prisons regarding the execution of Defendant's sentence.

If Defendant breaches this Plea Agreement at any time by appealing or collaterally attacking (except as to effectiveness of legal representation) the conviction or sentence in any way, the United States may prosecute Defendant for any counts, including those with mandatory minimum sentences, that were dismissed or not charged pursuant to this Plea Agreement.

**18. Voluntariness of Plea.** Defendant agrees that Defendant has entered into this Plea Agreement freely and voluntarily, and that no threats or promises were made to



1 induce Defendant to enter a plea of guilty other than the promises contained in this Plea  
2 Agreement or set forth on the record at the change of plea hearing in this matter.

3       19.   **Statute of Limitations.** In the event this Plea Agreement is not accepted  
4 by the Court for any reason, or Defendant breaches any of the terms of this Plea  
5 Agreement, the statute of limitations shall be deemed to have been tolled from the date of  
6 the Plea Agreement to: (1) thirty (30) days following the date of non-acceptance of the  
7 Plea Agreement by the Court; or (2) thirty (30) days following the date on which a breach  
8 of the Plea Agreement by Defendant is discovered by the United States Attorney's  
9 Office.

10       20.   **Completeness of Plea Agreement.** The United States and Defendant  
11 acknowledge that these terms constitute the entire Plea Agreement between the parties,  
12 except as may be set forth on the record at the change of plea hearing in this matter. This  
13 Plea Agreement binds only the United States Attorney's Office for the Western District  
14 of Washington. It does not bind any other United States Attorney's Office or any other  
15 office or agency of the United States, or any state or local prosecutor.

16       Dated this 11th day of December, 2023.

17  
18   
19 PARADISE SHAW DREIA WILLIAMS  
20 Defendant

21   
22 MICHAEL C. NANCE  
23 Attorney for Defendant

24   
25 CINDY CHANG  
26 Assistant United States Attorney  
27